

Memorandum of Understanding: Purdue Bike Share City of West Lafayette

7 June 2016

Purpose

Purdue University (Purdue) launched the Purdue Bike Share program (the program) in August 2015 with Zagster as its vendor (www.zagster.com/purdue). Purdue launched the program with fifty (50) bicycles and thirteen (13) station locations across campus (see attached campus map for station locations). The current title sponsor for the program is Alcoa Foundation (August 2015 to July 2017). This memorandum of understanding (MOU) outlines the details regarding becoming a supporting network partner of the Purdue Bike Share program.

Terms

The City of West Lafayette will become a supporting network partner of the program. City of West Lafayette will provide Purdue with \$24,600 for the addition of fifteen (15) Zagster bikes and three (3) Zagster stations to be placed within the city limits of West Lafayette, Indiana. City of West Lafayette will provide Purdue with \$21,600 annually (by July 1st) for each subsequent year for the duration of the term of Purdue's agreement with Zagster or until City of West Lafayette leaves the supporting network partnership of the Purdue Bike Share program. City of West Lafayette may leave the supporting network partnership after 30 days of notifying Purdue. Purdue and City of West Lafayette will mutually agree upon the locations of Zagster bike share stations. Should City of West Lafayette wish to expand their sponsorship of the program they may do so by increasing the annual contribution to reflect the cost of the desired additional expansion. City of West Lafayette will be responsible for the cost of any infrastructure requirements to facilitate installation of proposed Zagster stations (concrete pads or landscape issues for example) that are requested by the City of West Lafayette. In exchange for the additional Zagster bikes and bike share stations, Purdue will manage and take responsibility for the contract with Zagster and will work to promote the program both on and off campus. Purdue will provide program reports to City of West Lafayette no less than once per quarter. Purdue retains the right to alter the program agreement with Zagster at their discretion, but will discuss program changes with City of West Lafayette prior to making any changes. All revenue for annual memberships, day passes, and overage charges will go to Purdue to assist with the costs of managing the bike share program.

Co-Branding

The City of West Lafayette's bikes will be identified with the Purdue program basket signage (4" x 8"). The City of West Lafayette logo (0.8" x 2.2") will be shown with the words "PROUD PARTNER." The station signage will match Purdue program station signage with the City of West Lafayette logo next to the words "PROUD PARTNER." All basket and station signage requires approval by Purdue Marketing and Media and will be provided and installed by Zagster.

Points-of-Contact

Each party will designate a point-of-contact responsible for day-to-day operational issues. The Purdue point-of-contact is designated as Aaron Madrid, Bicycle Operations Coordinator (madrida@purdue.edu, 765-429-7152). The City of West Lafayette point-of-contact is designated as Beverly Shaw (Bshaw@westlafayette.in.gov, 765-775-5161).

Governing Law

This Agreement is entered into in Indiana and shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.

Indemnification

City of West Lafayette agrees to indemnify Purdue, and its trustees, officers, agents, servants, attorneys, employees, successors or assigns (“Indemnified Parties”) and hold the Indemnified Parties harmless from and against all liability, losses, damages, claims, liens, and expenses (including reasonable attorneys’ fees) arising out of or connected with City of West Lafayette’s breach of this Agreement, or from any third-party claim that the City of West Lafayette logo violates or infringes on a trademark, copyright, patent or other intellectual property right (collectively “Indemnifiable Losses”), excepting only such liability as may result solely from the negligence, acts or omissions of an Indemnified Party. City of West Lafayette shall; however, have no liability to Purdue in the event that a user of the sponsored bicycle is injured during their use thereof, City of West Lafayette shall at the request of Purdue undertake to defend any and all suits and to investigate and to defend any and all claims or suits, investigate and defend any and all claims whether justified or not, if such claim or suit be against Purdue, the Trustees of Purdue, or their respective officers, agents servants, attorneys, employees, successors or assigns, provided however, that City of West Lafayette may not settle any claims against the Indemnified Parties without the Indemnified Parties’ prior written consent.

Agrees to the above:

Date:

Date:

Robert D. Wynkoop
Managing Director, Procurement Services
Purdue University

Cc:

Ted Bronstein, Director of Sales, Zagster
Dan Sewell, Director of Operations, Zagster